RESOLUTION - ACTION REQUESTED 2019-469

MEETING: August 13, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Kings View Corp. Agreement with Behavioral Health to Provide Telepsychiatry Services

 RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Kings View Corporation to provide telepsychiatry services for Mariposa County Behavioral Health in an amount not to exceed $291,600; and authorize the Board of Supervisors Chair to sign the Agreement.

Telepsychiatric Services are necessary to allow the County to address cultural, socioeconomic and geographic barriers to behavioral health services in the underserved area of Mariposa County. Telepsychiatrists often prescribe the psychiatric medications needed by clients. This contract will allow Behavioral Health to expand the range of resources and services available within the County in an efficient and cost effective manner.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous agreement for telepsychiatry was approved by the Board on June 12, 2018 by Resolution 2018-259.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The reliable services of this provider would not be available to meet client telepsychiatry needs.

FINANCIAL IMPACT:
The cost of this agreement ($291,600) is shared by the Mental Health 001-0402 and Mental Health Services Act 410 budget units and is incorporated in the FY19-20 budget. There is no impact on the General Fund.

ATTACHMENTS:
Exhibit A Operational Guidelines for Telepsychiatry (PDF)
KV Telepsych Agreement 2020 - Wcsignature 8 1 2019 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
KINGS VIEW CORPORATION &
MARIPOSA COUNTY
TELEPSYCHIATRIC SERVICES AGREEMENT

This Telepsychiatry Services Agreement (the “Agreement”) is made and entered into this 13th day of Aug, 2019, by and between Kings View Corporation, a California not-for-profit corporation ("Kings View") and Mariposa County ("County").

RECITALS:

A. Mariposa County desires to increase access to behavioral health services for at risk populations served by Mariposa County via a teleconferencing modality.

B. Mariposa County recognizes that the provision of behavioral health services via a teleconferencing modality will allow them to address cultural, socioeconomic, and geographic barriers to behavioral health services and information in underserved areas of the region and will further allow Mariposa County to expand the range of resources and services available for their consumers.

C. Kings View is a California not-for-profit corporation that employs persons licensed, trained, and experienced in providing behavioral health services via a teleconferencing modality.

D. Mariposa County desires to increase access to behavioral health services in an efficient and cost-effective manner and, therefore, desires to contract with Kings View, and Kings View desires to provide such services, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT:

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Purpose. Mariposa County desires to expand and improve access to mental health services for clients of Mariposa County, as well as to address identified psychiatric needs and improve the mental health of those individuals via a teleconferencing modality.

2. Telepsychiatric Services. Pursuant to the terms of this Agreement, Kings View shall employ, contract with, or otherwise arrange for the services of a Provider, as defined in paragraph 5 of this Agreement, to (i) deliver direct professional behavioral health services to Mariposa County Behavioral Health clients by means of video-conferencing, (ii) provide consultation or training to qualified health care professionals designated and scheduled by Mariposa County Behavioral Health, and/or (iii) conduct on-site visits for the purpose of either delivering direct patient care services or conducting training or consultation as mutually agreed between the parties (the “Telepsychiatric Services”).
a. **Professional Medical Services.** Mariposa County hereby grants the right to Kings View to employ, contract with, or otherwise arrange for the services of a Provider, and hereby grants the right to a Provider to provide professional medical services as Mariposa County may direct. The duties of the Provider in treating clients hereunder shall specifically not be performed under the direct control of Mariposa County or Kings View, but rather shall be performed by the Provider in accordance with the standards prevailing in the community.

b. **Scheduling of Services.** Kings View shall arrange for a Provider to be available to provide a minimum of four (4) consecutive hours per week of Telepsychiatric Services (the “Minimum Service Hours”) and to be available to render such services on a day to be mutually agreed upon by the parties.

c. **Additional Service Hours.** The Minimum Service Hours may be increased or decreased in four (4) hour increments upon the mutual written agreement of the parties; provided, however, that in no event shall the Minimum Service Hours be fewer than four (4) hours per week. Any increase or decrease of the Minimum Service Hours shall be effective no fewer than sixty (60) days from the mutual written agreement of the parties, unless otherwise agreed upon between both parties.

d. **Current Service Level.** Mariposa County desires to contract for a minimum of 4 hours per week.

e. **On-Site Visitation.** As part of the Telepsychiatric Services, Mariposa County requests one (1) annually on-site visit by the Psychiatrist at the County’s discretion. In the event additional visits are requested by the County, a formal correspondence will be sent to Kings View TelePsychiatry

f. **Billing for Telepsychiatric Services.** Kings View shall provide Mariposa County with such information regarding the delivery of medical services to assist Mariposa County in charging the clients professional fees, which shall be consistent with and shall not exceed the usual, customary and reasonable community standards for medical services.

3. **Term.** The term of this Agreement shall commence on July 1, 2019 and shall continue in full force and effect through June 30, 2020 subject to the termination as provided in this Agreement (the “Term”).

4. **Compensation.** Mariposa County agrees to provide compensation to Kings View and Kings View agrees to accept as compensation not to exceed (NTE) two hundred eighty dollars ($280.00) per hour and a total amount not to exceed (NTE) two hundred ninety-one thousand six hundred dollars ($291,600) in consideration for providing Telepsychiatric Services. No increase is applicable to the hourly rate for Fiscal Year 2019-2020. Kings View reserves the right to implement a 3% hourly rate increase to future Fiscal Years. Mariposa County guarantees payment for the Minimum Service
Hours. Kings View will provide an invoice to Mariposa County on a monthly basis. Mariposa County shall pay invoices within thirty (30) days of receipt.

5. Minimum Professional Qualifications of Providers. Each and every qualified health professional employed, contracted with, or otherwise engaged by Kings View to provide Telepsychiatric Services pursuant to this Agreement (the “Provider”) shall possess the following minimum qualifications:

a. Licensing. Provider shall possess a valid, unrestricted license to practice medicine in the State of California issued by the Medical Board of California and shall specialize in psychiatry.

b. Board Certification. Provider shall be either certified by the American Board of Psychiatry or is eligible to be certified by the American Board of Psychiatry and will become so certified within twelve (12) months from the Effective Date.

c. Federal DEA Number. Provider shall have and maintain a valid, unrestricted Federal D.E.A. Controlled Substances Certificate.

d. Professional Liability Insurance Coverage. Provider shall maintain personal professional liability insurance of the minimum coverage amount of One Million Dollars ($1,000,000) per occurrence, and Three Million Dollars ($3,000,000) in the aggregate, written by a carrier acceptable to Mariposa County Mental Health.

e. No Governmental Health Program Sanctions. Each Provider shall not have been sanctioned by or excluded from participation in federally or state funded medical reimbursement programs, including but not limited to, Medicare, Medicaid, Champus, Federal Employees Health Benefits Program and similar programs.

6. Duties of Kings View. During the Term of this Agreement, Kings View shall cooperate with Mariposa County to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.

7. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Kings View, its agents, representatives, or employees.

a. Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this
project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. ISO Form Number CA 00 01 covering any auto, (Code 1), or if Kings View has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(2) **Automobile Liability.** ISO Form Number CA 00 01 covering any auto, (Code 1), or if Kings View has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) **Worker’s Compensation.** Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

(4) **Professional Liability.** Professional Liability (Errors and Omissions) Insurance appropriate to Kings View’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Kings View maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Kings View. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

b. **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provision:

i. **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

ii. **Primary Coverage:** For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-
insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

iv. Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

v. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

vi. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

vii. Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

viii. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

ix. Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. **Duties of Mariposa County.** During the Term of this Agreement, Mariposa County Behavioral Health shall have the obligation to:
a. **Cooperation with Kings View.** Mariposa County shall cooperate with Kings View to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.

b. At its sole cost and expense, provide space and equipment for the delivery of services. All equipment furnished by County under this agreement shall remain the property of County for use as County deems fit including, but not limited to, Telepsychiatric Services provided by Kings View.

c. **Operational Guidelines.** Mariposa County shall adhere to the Operational Guidelines as specified in the Network Provider Manual, attached hereto as Exhibit “A” and incorporated herein by this reference. Kings View shall timely update and notify Mariposa County of any revisions to the Operational Guidelines and/or the Network Provider Manual.

d. **Patient Consent.** Except in an emergency situation in which the patient is unable to give informed consent, before any Telepsychiatric Services are provided to any patient pursuant to this Agreement, Mariposa County, or a qualified individual designated by Mariposa County, shall obtain the verbal and written informed consent of the patient or the patient’s legal representative pursuant to section 2290.5 of the California Business & Professions Code. Such informed consent shall insure that at least all of the following information is given to the patient or the patient’s legal representative verbally and in writing: (i) the patient has the option to withhold or withdraw consent at any time without affecting the patient’s right to future health care or treatment, and without risking a loss or withdrawal of any program benefits to which the patient would otherwise be entitled; (ii) a description of the potential risks, consequences, and benefits of telemedicine; (iii) all existing confidentiality protections apply; and (iv) dissemination of any patient-identifiable images or information from the telemedicine interaction to researchers or others will not occur without the patient’s consent.

e. **Patient Record.** Prior to the rendering of professional services and in accordance with the Operational Guidelines, Mariposa County Behavioral Health shall provide Kings View with the patient record of any patient to receive Telepsychiatric Services under this Agreement, including, without limitation, the patient referral form, psychological assessment, progress notes, and patient plan of care.

9. **Indemnification.** To the fullest extent permitted by law, Kings View shall hold harmless, defend at its own expense, and indemnify Entity its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Entity’s sole negligence or willful acts.
10. Kings View’s Representations, Warranties, and Covenants. In connection with the execution of this Agreement, Kings View shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

11. Mariposa County’s Representations, Warranties, and Covenants. Mariposa County has full approval, power, and authority to enter into this Agreement. Mariposa County will make all payments required by this Agreement.

12. Termination. Either party may terminate this Agreement by giving the other party ninety (90) days prior written notice of its intention to terminate. Both parties agree that if Kings View can place their provider in another service provider placement prior to the end of termination notice period, then the notice of termination period may be shortened to earlier than ninety (90) days with the termination date to then coincide with the Kings View psychiatrist date of new placement. Kings View agrees to dutifully pursue a new placement provider site for the provider assigned to serve the Mariposa County immediately upon receipt of Mariposa County written notice to terminate the agreement. Notwithstanding the foregoing, either party may terminate this Agreement upon written notice of a material breach, if such material breach remains uncured for a period of fifteen (15) days after the notice.

13. Confidentiality. Kings View shall adhere to the confidentiality of patient records as specified under section 5328 of the California Welfare and Institutions Code, the Code of Federal Regulations, Title 45, Parts 80 and 84, and Title VI of the Civil Rights Act of 1964. The California Department of Mental Health, and/or their designated auditors shall have the right to inspect during normal business hours and insofar as possible with advance notice such records as will aid in evaluation of the quality, appropriateness, and timeliness of services utilizing such methodologies as are disseminated by the California Department of Mental Health and the California Department of Drug and Alcohol Programs, such as but not limited to those promulgated pursuant to sections 4051, 4052, 4070, and 5612 of the California Welfare and Institutions Code.


a. Ownership and Access. All records contained in the patient files maintained by Mariposa County shall be the property of Mariposa County, and Kings View shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a patient of clients treated by a Provider during the Term, unless otherwise agreed to by Mariposa County. All records contained in the patient files maintained by Kings View shall be the property of Kings View, and Mariposa County shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a patient of clients treated by a Provider during the Term, unless otherwise agreed to by Kings View. In the event of a claim or challenge by a patient or any regulatory authority,
Mariposa County Behavioral Health shall cooperate with Kings View by making the patient files in Mariposa County’s possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). Kings View shall similarly cooperate with Mariposa County and make available patient files in the event of such a claim or challenge.

b. **Maintenance of Medical Records.** Mariposa County shall maintain with respect to each patient, a single standard medical record in such form, containing such information, and preserved for such time periods as are required by state and federal law.

c. **Compliance with Medicare Rules.** To the extent required by law or regulation, Mariposa County shall make available, upon written request from Kings View, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Mariposa County’s books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by the Kings View. Mariposa County shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the Term. If Mariposa County is requested to disclose books, documents or records pursuant to this subparagraph for any purpose, Mariposa County shall notify Kings View of the nature and scope of such request, and Mariposa County shall make available, upon written request of Kings View, all such books, documents or records. Mariposa County shall defend, indemnify and hold free and harmless Kings View if any amount of reimbursement is denied or disallowed because of Mariposa County’s failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and reasonable legal fees and costs.

15. **Compliance.**

a. **Anti-Referral Laws.** In addition to the obligations of the parties to comply with applicable federal, state and local laws respecting the conduct of their profession, each acknowledges that they are subject to certain federal and state laws governing the referral of clients which are in effect or will become effective during the term of this Agreement. These laws include prohibitions on:

i. Payments for referral or to induce the referral of clients (Cal. Business and Professions Code § 650; Cal. Labor Code § 3215; and the Medicare/Medicaid Fraud and Abuse Law, §1128B of the Social Security Act); and

ii. The referral of clients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (Cal. Labor Code §§139.3 and 139.31, applicable to referrals for workers’ compensation services; Cal. Business and Professions Code § 650.01 and 650.02, applicable to all other patient referrals within the State; and § 1877 of the Social Security Act, applicable to referrals of Medicare and MediCal clients).
b. **Compliance with Applicable Laws.** To the best of each party’s knowledge and belief, Mariposa County has operated in compliance with all federal, state, and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 U.S.C. Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payor.

c. **Confidentiality of Identifiable Patient Information.** Mariposa County and Kings View acknowledge that, in the course of this Agreement, each shall become familiar with identifiable patient information, meaning any information relating to the healthcare of an individual who is or has been a patient or client of Mariposa County that contains information that identifies, or can reasonably be linked to the identity of, such individual, and each shall comply with all applicable federal, state, and local laws, rules and regulations, including without limitation the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and California laws regarding patient confidential information.

d. **Health Care Compliance.** Mariposa County is presently participating in or otherwise authorized to receive reimbursement from Medicare, Medicaid, and other third-party payor programs, and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payor program.

e. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payor program, or which are prohibited by rules of professional conduct (“Governmental Rules and Regulations”), including but not limited to the following: (a) knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment; (b) knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment; (c) failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider’s own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or (d) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (i) in return for referring an individual to a person for the furnishing of or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or
(ii) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements and each party represents and warrants to the other that the each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.

f. Changes in the Law. In the event of any changes in law or regulations implementing or interpreting any Federal or State law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

g. Force Majeure. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, inducing without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances nuclear or natural catastrophes: fire, flood, hurricane, earthquake, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the defaulting party shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

16. Books and Records. For the purpose of Section 1861(v)(I)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, Mariposa County Behavioral Health agrees to comply with the following statutory requirements:

a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, Mariposa County shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Controller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of the Physician that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

b. If Kings View carries out any of the duties of this Agreement through a subcontract with a value or cost of $10,000 or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Controller General, or any of their duly authorized representatives, the subcontract, and books,
documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.

c. If Mariposa County is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, Mariposa County shall notify the Kings View of the nature and scope of such request and Mariposa County shall make available, upon written request of Kings View, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

17. Independent Contractor. Kings View and its officers, Providers and employees, in the performance of this contract, are independent contractors in relation to Mariposa County and not officers or employees of Mariposa County. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of Mariposa County. Kings View shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. Kings View further represents to Mariposa County that Kings View has no expectation of receiving any benefits incidental to employment.

18. Interest of Public Officials. No officer, agent, or employee of Mariposa County during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Waiver. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Kings View or Mariposa County.

20. Entire Agreement. This Agreement and its schedules and exhibits (which are expressly incorporated herein by this reference) constitute the complete understanding of the parties and supersede any and all other agreements, either oral or written, between the parties with respect to its subject matter, and no agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.

21. Attorneys’ Fees. If Mariposa County or Kings View brings any legal action or seeks arbitration regarding any provision of this Agreement or arising directly or indirectly from this Agreement, the prevailing party in the litigation or arbitration shall be entitled to recover reasonable attorneys’ fees from the other party, in addition to any other relief that may be granted. This provision applies to the entire agreement.

22. Partial Invalidity. Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other
portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.

23. **Gender.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

24. **Law Governing Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

25. **Assignment.** This Agreement shall be binding upon Mariposa County and its successors and assigns and upon the heirs, representatives, executors, and administrators of Mariposa County; provided, however, that, except to the extent that this Agreement authorizes Kings View to employ, contract with, or otherwise arrange for the provision of the Telepsychiatric Services by a Provider, Kings View shall not assign this Agreement nor any of Kings View’s rights, duties, or obligations hereunder without the prior written consent of Mariposa County Behavioral Health.

26. **Notices.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-four (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party’s address below, or any other address that any party may designate by written notice to the other.

If to Mariposa County: Director of Health and Human Services
Mariposa County Human Services Agency 5362 Lemee Lane, P.O. Box 99 Mariposa, CA 95338

If to Kings View: Amanda Nugent Divine, CEO
Kings View Corporation 7170 N. Financial Drive, Ste 110 Fresno, CA 93720

27. **Discrimination.** Mariposa County and Kings View agree not to differentiate or discriminate in the provision of medical services to clients due to race, color, national origin, ancestry, sex, marital status, disability, sexual orientation, age or due to a patient’s status as a member of any other legally protected class.

28. **Interpretation.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party or any ambiguities shall not be strictly construed for or against either party.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**SIGNATURES**

**County of Mariposa**

Miles Menetrey, Chair
Board of Supervisors

Date: **Aug 16 2019**

**Approved by Contractor**

Amanda Nugent Divine, CEO
Kings View Corporation

Date: **7/19/19**

**ATTEST:**

Amy Sautliss, Deputy
Rene LaRoche
Clerk of the Board

**APPROVED AS TO FORM:**

Steven W. Dahlem
County Counsel